

# TERMS AND CONDITIONS OF SALE - 37DEUX

## 1- Scope and Purpose

### 1.1 Legal Notices

The company 37DEUX is a simplified joint-stock company with a capital of 40,000 Euros, registered with the RCS of LA ROCHE SUR YON under number 449 642 297, and its headquarters located in SABLES D'OLONNE (85340), Parc Actilonne-Allée Alain Gautier.

The company 37DEUX VOYAGES is a simplified joint-stock company with a capital of 40,000 Euros, registered with the RCS of LA ROCHE SUR YON under number 449882488 and registered as a travel agency under number IM085110020, with its headquarters in Parc Actilonne-Allée Alain Gautier, SABLES D'OLONNE (85340).

Both 37DEUX and 37DEUX VOYAGES, the travel agency of 37DEUX, have as President the company GROUPE 37DEUX, a limited liability company with a capital of 500,000 €, registered with the RCS of LA ROCHE SUR YON under number 751 809 765, with its headquarters located in SABLES D'OLONNE (85340), Parc Actilonne-Allée Alain Gautier.

### 1.2 Purpose

The companies 37DEUX and 37DEUX VOYAGES (hereinafter referred to as "the Seller") offer, based on their expertise, to provide products or trips as gifts to Beneficiaries chosen and designated by a Client in a promotional action, network animation, or loyalty program, using a dedicated website and/or a personalized gift catalog.

The dedicated website, as well as the gift catalog, are owned by 37DEUX.

These general terms and conditions of sale govern the contractual relationships between the Seller and the Beneficiaries, excluding any other conditions. They apply without restriction or reservation to any order placed via the website and/or the personalized gift catalog.

They are accessible at all times on the dedicated website and will take precedence, if applicable, over any other version or contradictory document. For any inquiries about these general terms and conditions of sale, a gift from the catalog, or how the catalog works, you can contact the Seller's Customer Service (Hotline) by email at [hotline@37deux.com](mailto:hotline@37deux.com).

### 1.3 Capacity and Acceptance

By contracting, the Beneficiary acknowledges having been informed in advance of all pre-contractual information and further acknowledges being of legal age and having the capacity required to contract and obtain the Gifts and/or Trips offered by the Seller on the website and/or the dedicated gift catalog.

Any order by the Beneficiary implies their full acceptance of these general terms and conditions of sale in their version in effect at the time of the order.

### 1.4 Validity

These General Terms and Conditions of Sale may be subject to future modifications, and the version applicable to the Beneficiary's purchase is the one in effect on the website at the time of the order. The fact that the Seller does not invoke any of the clauses of these terms at any given time does not constitute a waiver of the right to invoke them later.

The invalidity of a contractual clause does not lead to the invalidity of these terms unless it is a determining clause that led one of the parties to enter into the sale contract.

## **2- Characteristics of the Products and Services Offered**

### **2.1 Description of Gifts and/or Trips**

All the Gifts and Trips offered on the dedicated website result from gift ranges available to Beneficiaries selected by the Seller's Client based on points they have earned according to terms predefined by the Client.

The collections of Gifts, their universe and/or range evolve rapidly, and the Beneficiary cannot hold the Seller responsible for such changes. The Seller will make its best efforts to integrate changes to the ranges and universes of Gifts before the Beneficiary places an order.

The Gifts and Trips are detailed in the catalog and on the dedicated website:

- The essential characteristics of the Gifts, including specifications, dimensions, or capacity, are presented on the website and/or in the catalog,
- The essential characteristics of the Trips, including specifications, transportation and accommodation arrangements, transfers, are presented on the website and/or the catalog,
- If necessary, an additional monetary contribution may be required for acquiring the Gift and/or Trip.

The visuals of Gifts and/or Trips are provided by the product manufacturers or service providers and are non-contractual. The Seller cannot be held responsible for any changes to these visuals that occur without prior notice.

### **2.2 Availability**

Gift offers are subject to stock availability as indicated at the time the Client places the order on the dedicated website. The Seller cannot be held responsible for prolonged stockouts of certain products.

Travel offers are subject to the availability of spots as indicated when registering on the dedicated website.

For gifts consisting of bottles of wine, the Beneficiary is explicitly informed that: Wine vintages are non-contractual, and the Seller cannot be held responsible for a change in the vintage after the previous one has been exhausted. If the ordered vintage is out of stock, the Seller's suppliers reserve the right to deliver the following vintage.

### **2.3 Travel Information and Formalities**

Before registering for a Trip, the Beneficiary must ensure that each traveler, depending on their personal situation, has a valid passport and/or ID and/or any other required documents for transit and/or entry into the country(ies) of the planned trip.

Each Beneficiary will be responsible for obtaining all required documents (IDs, authorizations, visas, vaccinations, etc.) as required by the authorities of the visited countries. The Beneficiary will remain solely responsible in case of delays or the inability of a traveler to present the required documents, and will bear all consequences resulting from such failure and/or delay.

The information provided by 37DEUX VOYAGES regarding administrative and/or health formalities

necessary for executing the offered Trips is intended for French nationals and is indicative only. It cannot hold the Seller responsible. It is strongly recommended to verify the necessary documents before departure with the relevant authorities.

Before registering for a trip and before departure, it is strongly recommended to consult the country information sheet from the Ministry of Foreign Affairs. 37DEUX VOYAGES may require Beneficiaries to sign an information attestation regarding the visited or crossed countries, in accordance with its information obligation.

### **3- Order**

#### **3.1 Prerequisite to any Order**

The Beneficiary is required to review the description of each Gift and each Trip to understand their properties, essential characteristics, and delivery and/or execution times before placing an order. The selection of a Gift and/or Trip is solely the Client's responsibility.

The contractual information is presented in French and is confirmed at the latest when the Client confirms the order.

#### **3.2 Specifics for Gifts**

It is the Beneficiary's responsibility to select the Gifts they wish to order on the dedicated website by following the website's instructions.

The Beneficiary has the possibility to check the details of their order, the total number of points required, and correct any errors before confirming their acceptance. It is their responsibility to verify the accuracy of the order and to immediately report or correct any mistakes.

The registration of the order implies the Beneficiary's acceptance of these General Terms and Conditions of Sale. This acceptance applies to the entirety of these Terms as well as the general terms of use of the dedicated website.

The sale is final only after the Seller sends the Beneficiary the order confirmation via email. The Beneficiary can track the progress of their order on the dedicated website.

#### **3.3 Specifics for Trips**

The realization and execution of Trips are solely the responsibility of 37DEUX VOYAGES, which holds a travel agency number IM085110020 and IATA 20 2 6277 1, in accordance with 37DEUX VOYAGES' general conditions.

Trips offered to Beneficiaries in the catalog agreed between the Seller and the client company are subject to general travel regulations, particularly articles R211-3 to R211-11 of the Tourism Code regarding package travel, reproduced below.

Certain departures for circuits or cruises are subject to a minimum number of participants. If the minimum number is not reached 21 days before the departure date, the Seller reserves the right to cancel the booking and offer an alternative trip or dates.

To process the Beneficiary's requests efficiently, a minimum delay of six (6) weeks is required between the booking date and the trip departure.

#### **4- Cancellation – Right of Withdrawal**

Once the Gift order is registered, it cannot be canceled by the Beneficiary. Ordered gifts cannot be exchanged, replaced, or refunded in cash to the Beneficiary.

If the Beneficiary needs to cancel their Trip booking, they must notify 37DEUX VOYAGES by registered letter with acknowledgment of receipt as soon as the cause of the cancellation occurs. The Beneficiary is expressly informed that cancellation fees will apply from 37DEUX VOYAGES. If the Beneficiary has purchased cancellation insurance, they will be reimbursed under the terms agreed with the insurer.

Pursuant to Article L221-28 of the Consumer Code, the Beneficiary is expressly informed that they do not benefit from the right of withdrawal in the case of the supply of clearly personalized goods as defined in paragraph 3 of said article, as well as for services involving accommodation (other than residential accommodation), transport of goods, car rentals, catering, or leisure activities that must be provided on a specific date or within a specific period, as defined in paragraph 13 of said article.

#### **5- Points / Price**

The Gifts and Trips offered by the Seller are worth a certain number of points. Points are acquired by the Beneficiary according to the terms defined by the Client of the Seller.

In exchange for an additional monetary contribution, the Beneficiary will be credited points allowing them to order a Gift or Trip from a higher points tier. A bill for this additional monetary contribution will be issued by 37DEUX for Gifts, or by 37DEUX VOYAGES for Trips, and payable by the Beneficiary upon receipt by credit card, check, or bank transfer.

Once the additional monetary contribution is effectively received by 37DEUX or 37DEUX VOYAGES, the Beneficiary will be credited with the earned points.

#### **6. Delivery – Execution**

##### **6.1 Delivery of Gifts:**

Delivery consists of the transfer of physical possession or control of the ordered gift to the Client. The gifts ordered by the Beneficiary will, if applicable, be delivered with their user manual and maintenance instructions. The Beneficiary must read these documents carefully before using the gifts.

A single order containing various items may be delivered in multiple shipments using different transport methods to the Beneficiary.

Depending on the ordered gifts and product stock, delivery times may range from 4 days to 5 weeks from the date the order is registered by the Seller. The Seller will make every effort to meet these delivery deadlines.

Only an excessive delay in delivery after a formal notice letter that remains unsuccessful can lead to the cancellation of the order and/or replacement of the product. However, the Seller's responsibility cannot be engaged in case of delay or suspension of delivery due to the Beneficiary, due to a third party, or due to force majeure.

## 6.2 Receipt of Gifts:

Upon delivery of the gifts, the Beneficiary must inspect the goods and check the quantities received. Any visible damage to the packaging or goods, any discrepancy from the order, or missing items must be noted on the transport documents and reiterated by registered letter with acknowledgment of receipt to the carrier within three (3) days after receipt of the goods. A copy of this must be sent to the Seller with all supporting documents (detailed description, photos, etc.). Failing this, the gifts will be deemed delivered in accordance with the order, free from defects, subject to legal actions and warranties mentioned below.

If the Client's claim is justified, the Seller will replace the concerned gifts as soon as possible and at its expense.

No complaint related to the delivery of gifts (non-receipt, order error, request for proof of delivery) will be accepted beyond a period of two (2) months from the receipt of the order by the beneficiary. For gifts returned to the Seller for any reason, all return and/or re-shipping costs will be borne exclusively by the Beneficiary.

## 6.3 Execution of Trips:

Travel documents are sent to the beneficiaries by mail ten (10) days before their departure date. The services or information related to the selected Trip are subject to change at any time, and 37DEUX VOYAGES will inform the Beneficiary when such changes occur after their reservation. In such cases, the Seller will offer equivalent services in replacement.

Regarding air travel, the Beneficiary is informed of the following:

- Airlines: 37DEUX VOYAGES will communicate to the Beneficiary, upon registration, the identity of the airline(s) that will be providing the flights. In case of a change after registration, 37DEUX VOYAGES will inform the Beneficiary, as soon as it becomes aware of it, of any changes in the airline(s) before the departure.
- Transport Conditions: The general and specific transport conditions of the airline are available via the airline's website or upon request. In accordance with the Warsaw Convention, any airline may modify, without notice, schedules, itineraries, or departure and destination airports. 37DEUX VOYAGES will inform the Beneficiary as soon as it becomes aware of any modifications required by the airline.  
In case of delay in transport at the start or end of the trip and/or damage or loss of baggage, denied boarding (overbooking), and/or flight cancellation by the airline, 37DEUX VOYAGES recommends that the Beneficiary keep all original documents (tickets, boarding passes, baggage coupons, etc.) and request written proof from the airline in case of denied boarding (overbooking) or flight cancellations. The Beneficiary will send their complaint to the airline as soon as possible, considering the short deadlines, along with copies of the supporting documents and retain the originals. The Customer Service of 37DEUX VOYAGES may intervene with the airline in case of difficulty to assist the Beneficiary in resolving the claim.
- Pre and Post Travel Transport: If the Beneficiary organizes their pre- and post-journey arrangements (transport, hotel, etc.) to and from the departure point of the trip, 37DEUX VOYAGES strongly recommends purchasing flexible and/or refundable services and allowing reasonable transfer times between airports/stations. In the event of force majeure, unforeseen circumstances, or a fault of the traveler that affects the trip executed by 37DEUX VOYAGES, the resulting costs will not be refunded.

- The Beneficiary and accompanying travelers must reconfirm their flight with the airline at least three (3) days before the flight date, otherwise, their reservation may not be maintained. 37DEUX VOYAGES will not be responsible for any additional fees resulting from this failure, and such fees will be borne by the Beneficiary. Failure by the Beneficiary to use the ordered services (transfers, excursions, accommodations, etc.) will not entitle them to any reimbursement or credit. Services voluntarily modified by the Beneficiary on-site are subject to the terms of local providers: additional or replacement services generating extra costs must be paid directly to local travel agencies and cannot, under any circumstances, involve the responsibility of 37DEUX VOYAGES.

#### 6.4 Complaints Related to Trips:

Any complaint or deficiency must be reported to 37DEUX VOYAGES by registered letter with acknowledgment of receipt within thirty (30) days following the Beneficiary's return from the trip, along with supporting documents. Failure to comply with this deadline may affect the processing of the complaint.

### 7. Insurance

#### 7.1 Professional Insurance of 37DEUX and 37DEUX VOYAGES:

AXA IARD: 5444795604

#### 7.2 Beneficiary Insurance:

No insurance is included in the registration for the proposed trip. The Beneficiary is advised to take out an insurance policy covering certain cancellation situations and assistance covering specific risks, including repatriation expenses in case of accident or illness. The Beneficiary expressly acknowledges being advised by 37DEUX VOYAGES to subscribe to cancellation and assistance insurance no later than the booking confirmation date.

In the event of purchasing insurance, the insurance policy will be provided to the Beneficiary, and claims must be filed directly with the insurance company in accordance with the policy terms. These insurance premiums are not refunded in case of cancellation by the client.

### 8. Warranties and Liability

The Gifts offered by the Seller are covered by the warranties provided by the manufacturers. The duration and terms of these warranties (type of coverage: parts and/or labor and/or travel, etc.) vary depending on the concerned products.

The warranty benefits cannot be claimed by the client or the beneficiary in case of misuse of the Gifts and are subject to strict compliance with payment terms and deadlines.

Concerning the execution of trips, and in accordance with Article L.211-17 of the Tourism Code, 37DEUX VOYAGES cannot be held liable for the consequences of the following events:

- Loss or theft of travel documents.
- Failure to present or presentation of expired or insufficiently valid identity and/or health documents (ID card, passport, visa, vaccination certificate, etc.) or those not conforming to

the details in the registration form, at the police, customs, or check-in counter. In case of failure to check-in (including delay in boarding), 37DEUX VOYAGES will apply additional fees to the Client.

- Unforeseen events or circumstances caused by third parties not related to "37DEUX VOYAGES" such as wars, political unrest, strikes outside of 37DEUX VOYAGES, technical issues, airspace congestion, bad weather, delays (including delays in mail services for sending travel documents), breakdowns, loss or theft of luggage or other belongings. Delays resulting from the above events, as well as changes to itineraries, will not entitle the Beneficiary to any compensation, including changes to the trip duration or delays in connecting flights. Additional costs arising from disturbances (taxes, hotels, parking, etc.) will remain the responsibility of the Beneficiary.
- Cancellation imposed by force majeure circumstances and/or for reasons related to client safety and/or on the instruction of an administrative authority. 37DEUX VOYAGES reserves the right to modify dates, times, or itineraries if it deems the safety of the traveler cannot be ensured.

## **9. Force Majeure**

The Parties will not be held responsible if the non-performance or delay in the performance of any of their obligations, as described in these conditions, arises from a case of force majeure, as defined in Article 1218 of the Civil Code.

The Beneficiary will not be entitled to any compensation if the modification and/or cancellation of a Trip is imposed by circumstances of force majeure or decisions regarding traveler safety.

## **10. Intellectual Property**

All texts, comments, illustrations, and images reproduced on the Seller's websites or in the Gift and Travel catalogs, whether owned by the 37DEUX Group or not, are protected by intellectual property rights worldwide. Any total or partial reproduction of the Gift and Travel catalogs is strictly prohibited without the express agreement of 37DEUX and 37DEUX VOYAGES. The software used by the 37DEUX Group remains its exclusive property, and the 37DEUX Group retains all rights to use it.

## **11. Applicable Law and Dispute Resolution**

These terms and conditions of sale and the transactions arising from them are governed by French law.

Any disputes arising from the validity, interpretation, execution, termination, or consequences of these conditions, which could not be resolved amicably between the Seller and the Beneficiary, will be submitted to the competent courts under ordinary law.

## **12. Personal Data**

The Seller, as the data controller, processes the following personal data strictly necessary for the processing of orders: name, first name, address, city, postal code, phone, and email. The purpose of processing these personal data is to allow the Seller to fulfill the Gift order and its follow-up.

The Seller maintains written records of personal data processing.

## **12.1 Recipients of Personal Data**

The personal data collected on the Gift Site is processed by the Seller and its teams. The Seller may also use subcontractors in the provision of its services (e.g., carriers) and guarantees that these subcontractors provide sufficient guarantees regarding the protection of personal data.

The personal data is stored on servers located exclusively within the European Union, and the Seller commits not to transfer the personal data of Beneficiaries to third-country hosts.

## **12.2 Retention Period of Personal Data**

The Seller commits to keeping this personal data, except as required by legal or regulatory obligations, for a maximum period of five (5) years from the last order placed by the beneficiary on the gift site.

## **12.3 Confidentiality and Security of Personal Data**

The Seller guarantees the confidentiality of processed personal data and ensures that authorized personnel are committed to respecting this confidentiality obligation.

Access Control:

- Systematic identification of users / employees
- Creation of a unique identifier for employees and implementation of a secure password
- Ability for the user to change their password
- Re-authentication at the workstation required after prolonged inactivity

Employee Authorizations:

- Deactivation of accounts when necessary
- Removal of access upon the departure of a user
- Restricted privileges based on users
- Logging of administrative actions (creation, deletion, etc.)

Security of Developments by Group 37DEUX:

- Control over transmitted files if the developed tool requires downloads (file format, size, etc.)
- Access to databases restricted to the development team through a specific account
- Code review before going live, focusing on the user interface and data access
- Code cleanup before production deployment
- Access control for administrative flows and implementation of secure flows for operations requiring writing
- Use of KASPERSKY to prevent and fight malicious codes

Protection of Our Messaging Systems and IT Network:



- Use of an anti-spam gateway and Kaspersky module to reduce risks of system contamination from external threats
- Logging of traces from messages generated by Group 37DEUX
- Filtering of flows from public networks
- Setting up a remote access service
- Protection of web services

Access to Premises:

- Securing access to our premises: video surveillance, alarms, outdoor lighting with automatic detection
- Automatic closure gate
- Personalized access codes for each employee

Data Hosting:

- Management of our dedicated servers hosted by a European provider that meets EU data protection requirements
- Infrastructure composed of multiple high-performance physical servers (SSD and RAID), dedicated virtual servers, and a specific Disaster Recovery Plan
- Robust architecture with a distributed search engine on a cluster
- Real-time replicated databases
- Backup web server
- Versioning and monitoring servers

**12.4 Rights of Internet Users Regarding Their Personal Data:**

Beneficiaries have the right to exercise their rights of access, rectification, deletion, opposition, limitation of processing, data portability, the right not to be subject to automated individual decisions, and the right to withdraw consent regarding the personal data they provide. To exercise any of these rights, they should send a request by email to the following address: [dpo@37deux.com](mailto:dpo@37deux.com).

**13. Literal Reproduction of Articles R.211-3 to R.211-11 of the Tourism Code According to Article R211-12 of the Tourism Code.**

ARTICLE R.211-3: Subject to the exclusions provided in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel or stay services must be accompanied by appropriate documents that comply with the rules defined in this section. In the case of the sale of airline tickets or transport tickets on scheduled routes, not accompanied by services related to these transports, the seller provides the buyer with one or more boarding passes for the entire journey, issued by the carrier or under its responsibility. In the case of on-demand transport, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned. Separate billing for various components of the same tourist package does not exempt the seller from the obligations imposed on them by the regulatory provisions of this section.

ARTICLE R.211-3-1: The exchange of pre-contractual information or the provision of contract terms must be done in writing. They can be conducted electronically in accordance with the validity and

execution conditions outlined in Articles 1369-1 to 1369-11 of the Civil Code. The seller's name or business name, address, and registration details in the register as per Article L. 141-3 or, if applicable, the name, address, and registration details of the federation or union mentioned in the second paragraph of Article R. 211-2 must be stated.

ARTICLE R.211-4: Before concluding the contract, the seller must provide the consumer with information on the prices, dates, and other components of the services provided for the trip or stay, such as:

- The destination, means, characteristics, and categories of transport used;
- The accommodation mode, its location, comfort level, main features, accreditation, and tourist classification in line with the regulations or customs of the host country;
- The food services offered;
- The itinerary for a circuit;
- Administrative and health formalities to be completed by nationals or nationals of another EU member state or EEA state in case of border crossing and their deadlines;
- Visits, excursions, and other services included in the package or available for an additional price;
- The minimum or maximum group size for the trip or stay and, if the trip or stay depends on a minimum number of participants, the deadline for informing the consumer in case of cancellation; this date cannot be less than 21 days before departure;
- The amount or percentage of the price to be paid as a deposit at the time of contract conclusion and the payment schedule for the balance;
- The conditions for price revision as outlined in Article R. 211-8;
- The terms for cancellation under contract law;
- The cancellation conditions defined in Articles R. 211-9, R. 211-10, and R. 211-11;
- Information about the optional purchase of insurance covering certain cancellation cases or assistance for specific risks, including repatriation in case of accident or illness;
- If the contract involves air transport, information about each flight segment as per Articles R. 211-15 to R. 211-18.

ARTICLE R.211-5: The pre-contractual information provided to the consumer commits the seller, unless the seller has expressly reserved the right to modify certain elements. In such cases, the seller must clearly indicate which aspects may change and which elements are subject to modification. Any changes to the pre-contractual information must be communicated to the consumer before concluding the contract.

ARTICLE R.211-6: The contract concluded between the seller and the buyer must be written, in duplicate, with one copy given to the buyer, and signed by both parties. If the contract is concluded electronically, Articles 1369-1 to 1369-11 of the Civil Code apply. The contract must contain the following clauses:

- The seller's name and address, their guarantor and insurer's name and address, and the name and address of the organizer;

- The destination(s) of the trip and, for a split stay, the various periods and their dates;
- The transport means, characteristics, and categories used, along with the dates and departure/return locations;
- The accommodation mode, location, comfort level, main features, and tourist classification as per host country regulations;
- The food services offered;
- The itinerary for a circuit;
- The visits, excursions, or other services included in the total price of the trip or stay;
- The total price of the services charged and any potential revision of this price under Article R. 211-8;
- Any taxes or fees related to services, such as landing, embarkation or disembarkation taxes, or tourist taxes not included in the price of services provided;
- The payment schedule for the price, with the final payment made no less than 30% of the trip's or stay's cost and paid when the documents required for the trip are provided;
- Any special conditions requested by the buyer and accepted by the seller;
- The procedure for filing complaints for non-performance or poor performance of the contract, which must be communicated promptly by any means allowing acknowledgment of receipt to the seller, and, if applicable, also sent to the organizer and service providers concerned;
- The deadline for informing the buyer in case of cancellation by the seller due to the minimum participant condition;
- The contractual and legal cancellation terms;
- Insurance coverage for certain cancellation cases and assistance for specific risks, including repatriation costs in case of accident or illness;
- Information on any insurance policy covering the professional liability of the seller;
- Information on any insurance policy and assistance contract taken by the buyer (policy number, insurer name), with details of covered risks and exclusions;
- The deadline for notifying the seller in case of contract transfer by the buyer;
- A commitment to provide the buyer, at least ten days before departure, contact details for local assistance if needed, including local representation or emergency contact numbers, and a direct contact number for minor travelers abroad.

ARTICLE R.211-7: The buyer may transfer their contract to another person who meets the same conditions for undertaking the trip or stay, as long as the contract has not yet been executed. Unless a more favorable provision for the transferor is specified, the transferor must inform the seller of their decision, allowing for acknowledgment of receipt, no later than seven days before the trip's departure date. For cruises, this period is extended to fifteen days. This transfer does not require prior approval from the seller.

ARTICLE R.211-8: If the contract contains a provision for price revision within the limits defined in Article L. 211-12, it must clearly outline the precise conditions for calculating price variations, both

upward and downward, including transport and tax costs, the currencies that may affect the price, and the specific price components affected by fluctuations.

ARTICLE R.211-9: If, before departure, the seller is forced to modify one of the essential elements of the contract, such as a significant price increase, and fails to meet the required information obligation, the buyer may, without prejudice to any claims for damages, be informed by the seller (with acknowledgment of receipt):

- Either terminate the contract and receive an immediate, penalty-free refund of the amounts paid;
- Or accept the proposed modification or substitution trip. Any price reduction will be deducted from any remaining sums owed by the buyer, and if the amount already paid exceeds the price of the modified service, the excess must be refunded before departure.

ARTICLE R.211-10: If the seller cancels the trip or stay before the buyer departs, the buyer is informed by any means allowing acknowledgment of receipt. The buyer is entitled to a refund of the amounts paid without penalty, and the seller must provide compensation at least equal to the penalty the buyer would have incurred if they had canceled at this point.

ARTICLE R.211-11: If, after departure, the seller is unable to provide a significant portion of the services agreed upon in the contract, representing a substantial percentage of the price paid, the seller must immediately take steps to:

- Offer replacement services, possibly at additional cost, and if the services accepted by the buyer are of lower quality, the seller must reimburse the buyer for the price difference;
- If no replacement services are offered or if they are refused by the buyer for valid reasons, the seller must provide transportation for the buyer's return without extra charge under equivalent conditions, to the departure point or another mutually agreed location.